

ISTHA Tri-State Improvements; County Highway Crossings:  
Consolidated Agreement

Accounts Payable (1) cert.  
Transportation (2) cert.

STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS  
ADJOURNED REGULAR SEPTEMBER A.D. 2007 SESSION  
APRIL 08, A.D. 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement between Lake County and the Illinois State Toll Highway Authority (ISTHA) pertaining to the improvement of the Tri-State Tollway in Lake County as it pertains to the 6 bridges for crossings of county highways, transfer of property and wetland credits for the improvement, improvement of 2 bikeway crossings for the county, the county serving as a financial agent for an ISTHA federal grant associated with truck parking at the Lake Forest Oasis and maintenance of said structures and adoption of an ordinance providing for the conveyance of two parcels of property to Lake County.

We **RECOMMEND** adoption of this Resolution.

	Aye	Nay
<u>Deanna O'Kelly</u> ✓		
Chair		
<u>David S.</u>		
Vice-Chair		
<u>Ann B. Mard</u> ✓		
<u>Sereset Douglas</u> ✓		
_____		
_____		

	Aye	Nay
<u>[Signature]</u> x		
Chair		
<u>[Signature]</u> ✓		
Vice-Chair		
<u>[Signature]</u> ✓		
<u>[Signature]</u> x		
<u>[Signature]</u> ✓		
<u>Deanna O'Kelly</u> ✓		

Public Works and Transportation Committee

Financial and Administrative Committee

## **RESOLUTION**

**WHEREAS**, the Illinois State Toll Highway Authority (ISTHA) is undertaking a major reconstruction and widening of I-94 from Lake Cook Road northerly to the Illinois/Wisconsin state line; and

**WHEREAS**, in order to facilitate this reconstruction and widening, 6-grade separation structures at county highways are impacted; and

**WHEREAS**, Lake County by and through its Division of Transportation proposes to widen Washington Street at Great America Drive to Cemetery Road, said widening extending beneath the Tri-State Tollway; and

**WHEREAS**, in order to provide for the proposed widening to Washington Street, 2-parcels, owned by ISTHA need to be transferred to the county; and

**WHEREAS**, pursuant to Section 10 of Article 7 of the Illinois Constitution of 1970, units of local government may contract or otherwise associate among themselves in a manor not prohibited by law or ordinance; and

**WHEREAS**, Lake County and the Illinois State Toll Highway Authority are desirous of entering into an agreement for the improvements to, and maintenance of, the 6-impacted grade separation structures on the county highway system and including the acquisition of 2-parcels from the Illinois State Toll Highway Authority, a draft copy of which agreement is attached hereto.

**NOW, THEREFORE BE IT RESOLVED** that this County Board of Lake County, hereby adopts the attached ordinance requesting the conveyance of said parcels from ISTHA and approving an intergovernmental agreement, pertaining to the reconstruction and widening of I-94 as it impacts county highways. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the County Board, and the County Clerk.

Dated at Waukegan, Illinois  
this 8<sup>h</sup> day of April 2008

**COUNTY OF LAKE, ILLINOIS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REQUESTING THE CONVEYANCE OF LAND  
FROM THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND  
APPROVING AN AGREEMENT**

**WHEREAS**, Washington Street (*County Highway 45*) is a designated route on the county highway system; and

**WHEREAS**, in order to provide for the free flow of traffic and ensure the safety of the motoring public, Washington Street from Great America Drive to Cemetery Road and including a portion beneath I-94 operated by the Illinois State Toll Highway Authority will be improved by reconstruction, widening and resurfacing; and

**WHEREAS**, Illinois State Toll Highway Authority owns property situated in the vicinity of I-94 and Washington Street and is depicted in the draft agreement attached hereto; and

**WHEREAS**, in order to provide for the above-said improvements to Washington Street it is necessary for Lake County to acquire said parcels from the Illinois State Toll Highway Authority as depicted in the draft agreement attached hereto; and

**WHEREAS**, Lake County and the Illinois State Toll Highway Authority are desirous of entering into an agreement for the improvements to, and maintenance of, the 6-impacted grade separation structures on the county highway system and including the acquisition of 2-parcels from the Illinois State Toll Highway Authority, a draft copy of which agreement is attached hereto.

**NOW, THEREFORE BE IT ORDAINED**, by the Lake County Board of Lake County Illinois, that:

**Section 1: Recitals.** The recitals set forth above are incorporated as part of this Ordinance by this reference.

**Section 2: Request for and Acceptance of Conveyance of the Illinois State Toll Highway**

**Authority Parcels.** The County hereby declares that it is necessary for it to use the said parcels owned by the Illinois State Toll Highway Authority for the widening, reconstruction, and resurfacing of Washington Street from Great America Drive westerly to Cemetery Road and including that portion that passes beneath I-94 operated by the Illinois State Toll Highway Authority as depicted in the draft agreement attached hereto and requests that the Illinois State Toll Highway Authority convey said parcels to Lake County in accordance with the Agreement approved pursuant to this Ordinance. The County Board Chair, the County Engineer and the County Clerk are hereby authorized to execute whatever documents are necessary to accept such conveyance in accordance with such Agreement.

**Section 3: Authority to Execute.** The Chair of the Lake County Board, the County Clerk and the County Engineer of Lake County, Illinois, are authorized and they are directed to execute an agreement between Lake County and the Illinois State Toll Highway Authority pertaining to the above-named improvements, a draft copy of which agreement is attached hereto. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

**Section 4:** This Ordinance shall be in full force and effect from and after its passage and adoption by the Lake County Board.

TRI-STATE TOLLWAY  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE LAKE COUNTY DIVISION OF TRANSPORTATION

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008,  
by and between the COUNTY OF LAKE, acting by and through its DIVISION OF  
TRANSPORTATION, hereinafter called the COUNTY and THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY, hereinafter called the TOLLWAY.

WITNESSETH:

WHEREAS, the TOLLWAY, is undertaking the widening and reconstruction of the Tri-  
State Tollway (I-294/I-94) from Balmoral Avenue to Lake-Cook Road and from Illinois Route  
22 (Half-Day Road) to Illinois Route 173 (Rosecrans Road) and reconstruction from Illinois  
Route 173 (Rosecrans Road) to south of Russell Road (hereinafter referred to as the  
"PROJECT"). The PROJECT extends through Cook and Lake Counties.

WHEREAS, the COUNTY is undertaking the reconstruction of a bicycle path along  
Deerfield Road between Saunders Road and Wilmot Road (hereinafter referred to as the  
"IMPROVEMENT") as part of the COUNTY'S 2007-2012 Highway Improvement Program;  
and

WHEREAS, the COUNTY has opened bids for the IMPROVEMENT (COUNTY Project  
B-00146; Section 02-00034-01-BP); and

WHEREAS, the TOLLWAY has begun construction on the PROJECT and has awarded  
construction contracts.

WHEREAS, the following roadways under COUNTY jurisdiction cross the Tri-State Tollway within the PROJECT limits: Deerfield Road, Duffy Lane, Everett Road, O'Plaine Road, Washington Street and Stearns School Road.

WHEREAS, the COUNTY has improvements planned along Washington Street as part of the COUNTY'S 2007-2012 Highway Improvement Program; and

WHEREAS, the COUNTY has requested that the Tri-State Tollway over Washington Street bridges be replaced in a manner to provide sufficient horizontal and vertical clear width necessary to accommodate the COUNTY's planned improvements along Washington Street; and

WHEREAS, the TOLLWAY has received a Federal Congestion Mitigation and Air Quality (CMAQ) grant associated with truck parking along the TOLLWAY; and  
WHEREAS, the PROJECT will cause impacts to Isolated Wetlands/Waters of Lake County (IWLC) wetlands; and

WHEREAS, the COUNTY has one acre of IWLC credits available to transfer to the TOLLWAY for purposes of mitigating impacts to IWLC wetlands associated with the PROJECT; and

WHEREAS, the TOLLWAY is planning to construct two stormwater detention and floodplain fill compensatory storage sites that will serve to mitigate impacts associated with the PROJECT. The first site is located to the east of I-94 and south of Atkinson Road. The second site is located east of I-94, west of Dilleys Road and just to the south of Mill Creek; and

WHEREAS, the TOLLWAY and the COUNTY, by this instrument, desire to determine and establish their respective responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding, and maintenance of the PROJECT as proposed; and

WHEREAS, the COUNTY, by virtue of its powers as set forth in 605 ILCS 5/101 *et seq.*, and the TOLLWAY, by virtue of its powers as set forth in "AN ACT in relation to the

construction, operation, regulation, and maintenance of a system of toll highways, etc.” 605  
ILCS 10/1 *et seq.* are authorized to enter into this Agreement; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

I. ENGINEERING

- A. The TOLLWAY agrees, at its expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare final plans and specifications for the PROJECT. During the design and preparation of the plans and specifications, the TOLLWAY shall submit the plans and specifications to the COUNTY for its review and comment at the following stages of plan preparation:
  - a. 60% Complete (Preliminary)
  - b. 95% Complete (Pre-Final)
- B. The COUNTY shall review the plans and specifications within 30 days of receipt thereof. After review at each stage, the COUNTY will send a letter to the TOLLWAY indicating its approval, or will notify the TOLLWAY in writing of its disapproval. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY maintained highways. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the TOLLWAY.
- C. Any dispute concerning the plans shall be resolved in accordance with Section VIII.

- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the TOLLWAY.
- E. The TOLLWAY agrees to assume the overall PROJECT responsibility including assuring that all permits (Corps of Engineers, Division of Water Resources, Metropolitan Water Reclamation District of Greater Chicago, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the parties hereto in support of general project schedules and deadlines. Both parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

## II. RIGHT-OF-WAY

- A. The TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right-of-way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the Plans and Specifications.
- B. Right-of-way acquired exclusively for construction of the Tri-State Tollway or for other improvements to be maintained by the TOLLWAY (if needed), shall be acquired in the name of the TOLLWAY, by the TOLLWAY.
- C. Parcel plats and legal descriptions for property required for TOLLWAY facilities shall conform to The Illinois State Toll Highway Authority format.
- D. The TOLLWAY, at TOLLWAY expense, shall acquire all necessary right-of-way (both permanent and temporary) for the construction of the PROJECT pursuant to the approved plans and specifications.



- E. It is understood that the TOLLWAY has consented in this Agreement to the conveyance of two permanent easements over the existing TOLLWAY right-of-way as described on the attached Exhibit 5 to the COUNTY necessary for the planned improvement along Washington Street as part of the COUNTY'S 2007-2012 Highway Improvement Program for maintenance and operation of the COUNTY highway system. The COUNTY shall perform all survey work and prepare all parcel plats and legal descriptions for all right-of-way necessary for the proposed construction of said improvement along Washington Street.

### III. UTILITY RELOCATION

- A. The TOLLWAY shall identify all adjustments to existing utilities necessitated by the construction of the PROJECT as part of its PROJECT engineering responsibilities.
- B. The TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY rights-of-way which require adjustment as part of the PROJECT.
- C. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: A) to TOLLWAY facilities where they cross COUNTY highway rights-of-way; as well as B) to COUNTY facilities improved as part of the PROJECT.
- D. The COUNTY agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing COUNTY rights-of-way, and on proposed COUNTY rights-of-way where improvements to COUNTY highways are proposed by the COUNTY to be done in conjunction with the PROJECT, at no expense to the TOLLWAY.
- E. The TOLLWAY agrees to make arrangements for and issue all permits for PROJECT required adjustments to utility facilities located on existing TOLLWAY rights-of-

way, and on proposed TOLLWAY rights-of-way which are outside areas of COUNTY jurisdiction where improvements to TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY.

- F. At locations where utilities are located on COUNTY right-of-way and must be adjusted due to work proposed by the TOLLWAY, the COUNTY agrees to cooperate with the TOLLWAY in making arrangements with the utility and issue all permits for the requisite adjustment(s) at no cost to the COUNTY. The TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all costs the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. At all locations where utilities are located on TOLLWAY right-of-way and must be adjusted due to work proposed by the COUNTY, the TOLLWAY agrees to make arrangements with the utility and issue all permits for the requisite adjustment(s). The COUNTY agrees to reimburse the TOLLWAY for any and all costs the TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

#### IV. CONSTRUCTION

- A. The PROJECT includes the following crossroad improvements to roadways under COUNTY jurisdiction:

**Deerfield Road over Tri-State Tollway:**

The existing bridge will remain in place. There is no work proposed for this structure.

**Duffy Lane over Tri-State Tollway:**

The existing bridge will remain in place. There is no work proposed for this structure.

**Everett Road over Tri-State Tollway:**

The existing bridge will remain in place. There is no work proposed for this structure.

**O'Plaine Road over Tri-State Tollway:**

The bridge will be removed and replaced. The bridge will be lengthened to accommodate an additional through lane and standard full-width shoulder in each direction along the Tri-State Tollway. The proposed vertical clearance is 16'-3". The new bridge will accommodate one 12 foot lane with a 6 foot shoulder and parapet wall in each direction. O'Plaine Road will be reconstructed extending approximately 300 feet to the north and south of the proposed bridge. The proposed bridge construction will be included as part of Tollway contract I-07-5225.

**Tri-State Tollway over Washington Street:**

The existing bridges (northbound and southbound) will be replaced and widened to accommodate an additional lane on each side of the Tri-State Tollway. The proposed bridges will accommodate the COUNTY'S future widening of Washington Street and will provide 14'-9" vertical clearance. The COUNTY's improvements planned along Washington Street will include construction of two 12 foot through lanes in each direction separated by a 16 foot median and construction of a 10 foot bike path along the north side of Washington Street. The southbound bridge will be constructed as part of Tollway contract I-07-5232 and the northbound bridge will be constructed as part of Tollway contract I-07-5233.

**Stearns School Road over Tri-State Tollway:**

The existing bridge will remain in place. There is no work proposed for this structure.

- B. The TOLLWAY shall advertise and receive bids, award the contract(s), provide engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT Plans and Specifications.
- C. After award of the construction contract(s), any proposed changes from the Plans and Specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY shall review the proposed changes and

indicate its approval or disapproval thereof in writing. If the proposed change to the Plans and Specifications are not acceptable, the COUNTY shall detail in writing its specific objections. If the TOLLWAY receives no written response from the COUNTY within fifteen (15) working days after delivery to the COUNTY of the proposed change, the proposed change shall be deemed approved by the COUNTY.

- D. The TOLLWAY shall provide fifteen (15) days written notice to the COUNTY prior to commencement of work on the PROJECT.
- E. The TOLLWAY shall require its construction contractor(s) working within the COUNTY'S jurisdictional limits to comply with the indemnification provision contained in Article 107.26 of the IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2007.
- F. The TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of COUNTY assisted contracts. Failure by the TOLLWAY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the COUNTY deems appropriate.
- G. The TOLLWAY shall require that the COUNTY, the COUNTY'S agents and employees be included as additional insured parties in the General Liability Insurance TOLLWAY requires of its contractor(s) and that the COUNTY will be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the special provisions of the construction contract.
- H. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) and access to construction inspection records during the progress of the work on the Tri-State Tollway as it affects the COUNTY'S system.

- I. No inspections, approvals of the specifications or the work by the COUNTY or its employees or agents shall relieve the TOLLWAY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the TOLLWAY; and TOLLWAY inspections and approvals shall not be considered a waiver of any right the COUNTY may have pursuant to this Agreement. All COUNTY communications and correspondence with the TOLLWAY's contractors or relating to a contract shall be through the TOLLWAY, unless otherwise specifically approved by the Chief Engineer of the TOLLWAY. In the event a COUNTY representative discovers COUNTY related work that is not being performed or has not been performed in accordance with the Plans and Specifications, the representative shall promptly notify the Chief Engineer of the TOLLWAY or the Chief Engineer's duly designated representative, thereof.
- J. The TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY, and the COUNTY shall make an inspection thereof not later than seven (7) days after notice thereof. At the request of the COUNTY, the TOLLWAY representative shall join in such inspection. In the event said inspections or joint inspections disclose work that does not conform to the final Plans and Specifications, the COUNTY'S representative shall give immediate verbal notice to the TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) working days, a written list identifying such deficiencies to the Chief Engineer of the TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work.

## V. FINANCIAL

- A. The TOLLWAY agrees to pay all PROJECT related engineering, right-of-way, construction engineering and construction costs.

- B. The TOLLWAY shall pay the installation costs of all traffic signalization, lighting and signage at intersections with COUNTY roadways as necessitated by the PROJECT and the COUNTY agrees to pay all maintenance and energy costs thereafter.
- C. The TOLLWAY shall pay all PROJECT related costs associated with the COUNTY'S roadway crossings over the PROJECT at O'Plaine Road and under the PROJECT at Washington Street, including but not limited to the ramps and bridges.
- D. The TOLLWAY will pay a lump sum not to exceed \$350,000 towards the IMPROVEMENT. The COUNTY shall pay all remaining costs associated with the IMPROVEMENT.
- E. The estimated TOLLWAY costs associated with the work and improvements performed within the COUNTY'S jurisdictional limits are listed on attached Exhibit 4.
- F. The COUNTY agrees to be named as a third party financial agent in conjunction the Federal Congestion Mitigation and Air Quality (CMAQ) grant received by the TOLLWAY associated with truck parking along the TOLLWAY within the COUNTY at no cost to the COUNTY.
- G. The COUNTY shall transfer to the TOLLWAY one acre of IWLC credits in the COUNTY'S Butterfield Bank located in the Des Plaines River Watershed (Indian Creek Drainage Basin) at no cost to the TOLLWAY for purposes of mitigating impacts to IWLC wetlands associated with the PROJECT.
- H. The TOLLWAY shall maintain, for a minimum of five (5) years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the PROJECT

shall be available for review and audit by the Auditor General and other State Auditors, and the TOLLWAY agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials.

I. Either the COUNTY or the TOLLWAY may request, after the construction contract(s) are let by the TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s) and the TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. However, the party requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work.

J. The TOLLWAY agrees that upon completion of the following conditions: the execution of this AGREEMENT; proof of award of the construction contracts required for the IMPROVEMENT by the COUNTY; and receipt of an invoice from the COUNTY, the TOLLWAY will pay to the COUNTY in a lump sum, its entire obligation incurred under this AGREEMENT for the IMPROVEMENT, an amount not to exceed \$350,000.

## VI. MAINTENANCE

The parties' maintenance responsibilities for the aforementioned roadways under COUNTY jurisdiction that cross the Tri-State Tollway within the PROJECT limits shall be governed by the following provisions.

### A. Definitions

LOCAL means any other party to this Agreement other than the TOLLWAY. With respect to this Agreement, it means the COUNTY

1. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair. Such maintenance

includes the full responsibility for the construction, removal, and replacement of the maintained facility when needed. Maintenance includes, but is not limited to:

- a. "Routine maintenance," which refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair.
- b. "Structural maintenance," which refers to protecting the structural integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck, wearing surface, expansion joints, parapet walls and drainage structures.
- c. "Signal maintenance," which refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals relating to construction or repair projects.
- d. "Lighting maintenance," which refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
- e. "Emergency maintenance," which refers to any maintenance activity which that must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which that causes or threatens imminent danger or destruction to roadway facilities or rights of way of the parties hereto, to the motoring



public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

2. The term "drainage facilities" refers to both open and enclosed drainage systems.
3. The term "drainage structures" which refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.,
4. The term "grade separation structure" which refers to all structural elements, between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
5. The terms "notify", "give notice" and "notification" refer to a written, verbal or digital communication from one party to another concerning a matter covered by this Agreement, for which the party transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
6. The term "jurisdiction" refers to the authority or power under Illinois law for a governmental entity to construct, maintain, repair and operate a section of road, including the right to regulate traffic, post signage and control access to the road, provided, that an entity with jurisdiction may arrange for actual performance of a duty or provision of service by another competent entity if the other party to this Agreement is notified of such arrangement.
7. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this

Agreement, provided, that a party may arrange for actual performance of the duty or provision of the service by another competent entity if the other party to this Agreement is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

8. The terms "consultation" or "consult with" refer to the duty of a party to give notice to the other party of a proposed action, with reasonable time for that party to respond, but the party with the duty to consult may proceed with the proposed action if the other party does not respond within a reasonable time.
9. The term "approve" refers to the duty of a party not only to consult with the other party but also to receive consent from the other party to the proposed action and to retain a record which documents such consent from the party with the right to approve the action.
10. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.

B. There are three types of bridge structures that intersect the TOLLWAY right-of way:

Type-1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road;

Type-2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway;

Type-3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

The bridges under this Agreement are of the following types and involve the following roadway(s):

<b>Type of Bridge Structure</b>	<b>Affected Roadway</b>
<b>Type 3</b>	<b>Deerfield Road</b>
<b>Type 2</b>	<b>Duffy Lane</b>
<b>Type 2</b>	<b>Everett Road</b>
<b>Type 2</b>	<b>O'Plaine Road</b>
<b>Type 1</b>	<b>Washington Street</b>
<b>Type 2</b>	<b>Stearns School Road</b>

#### Maintenance - Responsibilities

Type 1: TOLLWAY Right-of Way Over a Local Roadway

The LOCAL has All maintenance responsibility as to the following:

-all LOCAL right of way, highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;

-all drainage facilities on LOCAL right of way which drain LOCAL highway facilities, except such facilities installed by the TOLLWAY on LOCAL property for the purpose of carrying exclusively toll highway drainage;

-all underpass lighting;

-all LOCAL signals.

The TOLLWAY has ALL maintenance responsibility as to all remaining portions of the TOLLWAY right of way at an intersection not maintained by the LOCAL, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within TOLLWAY access control fencing, and fences.

#### Type 2: LOCAL Roadway Over TOLLWAY Right-of-Way

The LOCAL has ALL maintenance responsibility as to the following:

-all LOCAL right of way and LOCAL highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.

The following portions of the grade elevation structure:

- i. the wearing surface;
- ii. the deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
- iii. drainage facilities above structural beams and girders;
- iv. all lighting except the underpass;
- v. all LOCAL signals and signs;

- vi. to the extent not addressed in other intergovernmental agreements, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes
- vii. all drainage facilities carrying LOCAL drainage.

The TOLLWAY has ALL maintenance responsibility for all portions thereof not maintained by the LOCAL as set forth herein, including but not limited to the following:

- all bearings, beams, girders, slope walls, abutments and piers;
- all fences along Tollway routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
- all bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
- all remaining drainage facilities installed for the purpose of carrying exclusively toll highway drainage.
- all underpass lighting.

### Type-3: Bridge Structure with a Partial or Complete Ramp Interchange System

The LOCAL and the TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "TOLLWAY Over" and "LOCAL Over."

At all bridge structures with a partial or complete interchange system, the LOCAL has ALL maintenance responsibility for the following:

- all LOCAL right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the LOCAL highway pavement connecting the LOCAL highway roadway pavement with TOLLWAY ramps;
- all grassed areas and embankments along LOCAL highway roadway, outside of fences installed to protect the toll highway;
- all traffic signals on the LOCAL highway and at the intersections between the LOCAL highway and the ramps to and from the toll highway;
- all guardrails on the LOCAL right of way and highway roadway;
- all drainage facilities on LOCAL highways, except for drainage structures under toll highway ramps;
- all lighting on the LOCAL right of way and on areas of the intersection outside fences installed to protect the toll highway.

The TOLLWAY has ALL maintenance responsibility for the following:

- all ramp facilities on toll highway right-of-way or inside fences installed to protect the toll highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the toll highway as follows:
  - i. at diamond interchanges, or where ramps are signalized, the TOLLWAY shall maintain ramps which intersect at approximately 90 degrees to the LOCAL highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the LOCAL highway system, which point shall be the longitudinal

(to the LOCAL highway roadway pavement) construction joint or edge of pavement of the outside (far right) through lane of the LOCAL highway roadway (See Exhibit 1);

- ii. at all ramps onto and from the toll highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with the LOCAL highway roadway, or which otherwise do not conform to the description in subparagraph (i) above, the TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a 45 degree angle to the edge of pavement of the outside LOCAL highway roadway through lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. (See Exhibits 1 and 2).
- iii. at interstate to interstate interchanges, ramps, including traffic surveillance equipment, from one agency to another shall be maintained by the agency from which traffic is exiting to the point of connection of the exit ramp to the receiving agency mainline pavement as shown on Exhibit 3.  
Notwithstanding, the Tollway shall maintain all ramp bridge structures.
- iv. all grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the LOCAL as set forth above.
- v. all lighting installed on TOLLWAY right of way or inside fences installed to protect the toll highway, for the purpose of illuminating the toll highway and ramps to and from the toll highway, except as otherwise specified elsewhere in this Agreement;
- vi. sound walls installed by the TOLLWAY.

C. The parties agree that the TOLLWAY reserves the exclusive right to approve the following:

- 1. any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;

2. restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the COUNTY as to the bridge conditions which warrant such restriction;
  3. the permitting of any and all loads traversing the grade separation structure which exceed the limits set forth in 625 ILCS 5/15-102(e)(1) on the toll highway; and the COUNTY shall issue permits of any and all loads traversing the grade separation structure which exceed the limits set forth in 625 ILCS 5/15-102(3)(1) on County Highways in consultation with the TOLLWAY regarding any restricted load limits based bridge conditions which warrant such restriction;
  4. closure of lanes of TOLLWAY traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant. The TOLLWAY shall consult with the COUNTY before such closures of lanes of traffic on COUNTY highways;
  5. attachment to the grade separation structure, or placement on or across TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided, that if such attachment or placement is directly in connection with operation of the COUNTY roadway or performance of COUNTY maintenance obligations under this Agreement, the COUNTY may make such attachment or placement after consultation with the TOLLWAY;
  6. pavement markings, including embedded reflectors;
  7. standards governing right of way maintenance.
- D. The parties agree that each party has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this Agreement.



- E. In the event that one party observes that emergency maintenance is needed, then the observing party shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing party intends to take to remedy the immediate need, and may then implement such measures without consultation, provided however, that the observing party remains subject to such emergency response and disaster protocols as apply general to governmental entities, and provided, that the other party shall not be charged for the cost of the emergency measures taken by the observing party, except after consultation and then only to the extent such maintenance is within the duties of that respective parties, under this Agreement.
- F. In the event that either party places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit, pipe, or other devices which are not directly required in connection with toll highway or COUNTY roadway operations or required for performance of maintenance obligations of the respective party under this Agreement, then the party placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other party pursuant to this Agreement.
- G. Signalization and pavement markings at the interchange, if any, will be under the control of the COUNTY, provided, that such control shall be subject to reasonable review and approval of signal timing, traffic progression and pavement marking by the TOLLWAY. The COUNTY consents to the interconnection of a Ramp Queue Detection/Warning System installed on Tollway exit ramps to the intersection signal system and will program the signal option if needed to give exit ramps priority to preclude exiting traffic from backing up onto TOLLWAY mainline pavement.

## VII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the parties that this Agreement shall supersede any and all earlier Agreements entered into by the parties hereto regarding maintenance of COUNTY and TOLLWAY roadway and roadway facilities covered under this agreement.
- B. During construction, the COUNTY shall continue to maintain all portions of the Project within the COUNTY's jurisdiction that are not to be improved or maintained by the construction contractor(s) pursuant to the Plans and Specifications.
- C. All items of construction which are stipulated in this Agreement to be maintained by the COUNTY shall, upon completion of construction and completion of final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this Agreement to be maintained by the TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.
- D. The COUNTY and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such manner as not to block or obstruct any roadway of the other party.
- E. Attached as Exhibits 1 through 3 are descriptions and identification of the TOLLWAY'S and the COUNTY'S respective maintenance responsibilities. In the event there is a conflict between the aforementioned Exhibits and the maintenance provisions contained in Section VI of this Agreement, the text in Section VI shall apply.
- F. All access control shall be addressed for the mutual benefit of the COUNTY and the TOLLWAY in an effort to maintain free traffic movement at points of intersection. The COUNTY and TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the TOLLWAY, the

TOLLWAY agrees to review and coordinate access requests with the COUNTY. The COUNTY agrees to allow the TOLLWAY to review and comment on signalization and timing issues if the need arises within ½ mile from the centerline of the Tri-State Tollway on COUNTY owned and maintained roadways. The TOLLWAY comments will primarily focus on safety considerations for priority traffic movement off of the TOLLWAY to prevent backups which may extend onto the mainline.

- G. The COUNTY and the TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each Agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.
- H. Nothing herein is intended to prevent or preclude the COUNTY and the TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

## VIII. GENERAL

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- A. It is understood and agreed that this is an Intergovernmental Agreement between the County of Lake acting by and through its Division of Transportation and The Illinois State Toll Highway Authority.
- B. It is understood and agreed by the parties hereto, that the TOLLWAY shall have jurisdiction of the Tri-State Tollway. The COUNTY shall retain jurisdiction of County Highways traversed or affected by the Tri-State Tollway except as otherwise expressly provided for in this Agreement. For the purpose of this Agreement, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain and operate.

- C. Wherever in the Agreement, approval, or review by either the COUNTY or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. In the event of a dispute between the COUNTY and TOLLWAY representatives in the preparation of Plans and Specifications, or changes thereto, or in carrying out the terms of this Agreement, the Chief Engineer of the TOLLWAY and the County Engineer of the Division of Transportation of the COUNTY shall meet and resolve the issue.
- E. Any dispute concerning the Plans and Specifications or in carrying out the terms of this Agreement that is not resolved as provided above shall be resolved by decision of the County Engineer of the COUNTY and the Chief Engineer of the TOLLWAY, and their decision shall be final. In the event that the County Engineer and the Chief Engineer cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- F. Not later than fourteen (14) days after the execution of this Agreement, each party shall designate a representative, in writing, to the other party who shall serve as the full time representative of the said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other party.
- G. THIS AGREEMENT may be executed in two (2) or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

- H. The TOLLWAY agrees that in the event any work is performed by other than TOLLWAY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (820 ILCS 130/1) shall apply.
- I. The TOLLWAY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation.
- J. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006600 and it is doing business as governmental entity, whose mailing address is Lake County Division of Transportation, 600 West Winchester, Libertyville, IL 60048.
- K. THIS AGREEMENT is subject to written modification only if the duly authorized representatives of the parties execute the modification in writing.
- L. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- M. It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in Lake County.
- N. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To TOLLWAY:

The Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, IL 60515  
Attention: Chief Engineer

To COUNTY:

Lake County Division of Transportation

600 West Winchester Road  
Libertyville, IL 60048  
Attention: Martin G. Buehler, P.E.,  
County Engineer

AGREED:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: \_\_\_\_\_  
Executive Director/Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Colsch, Chief of Finance

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas J. Bamonte, General Counsel

Date: \_\_\_\_\_

Approved as to form and constitutionally

\_\_\_\_\_  
Attorney General, State of Illinois

COUNTY OF LAKE

By: \_\_\_\_\_  
Chairman  
Lake County Board

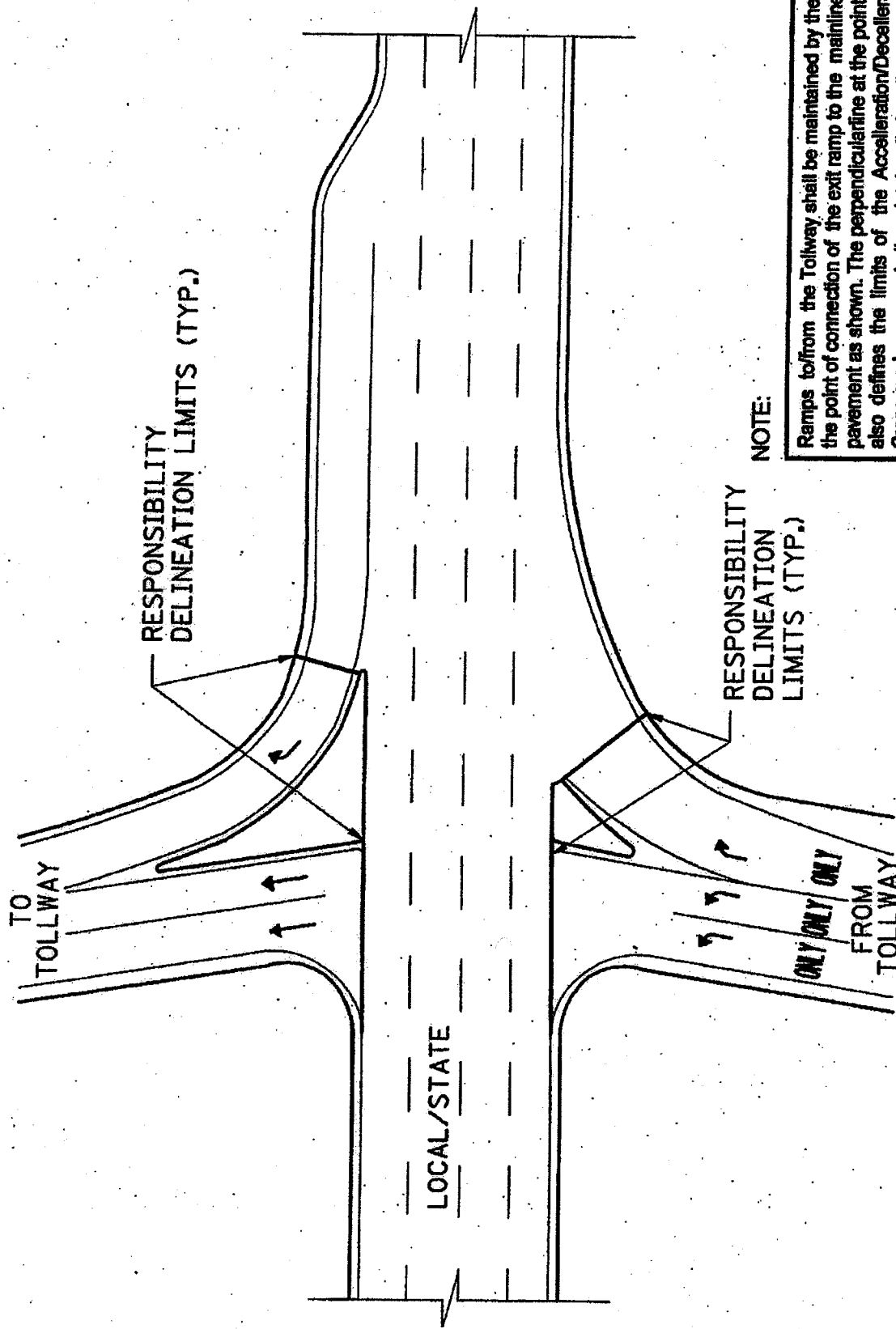
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk  
Lake County

Date: \_\_\_\_\_

Recommended for Execution: \_\_\_\_\_ Date: \_\_\_\_\_  
County Engineer

# Limits of Jurisdiction and Maintenance Responsibility

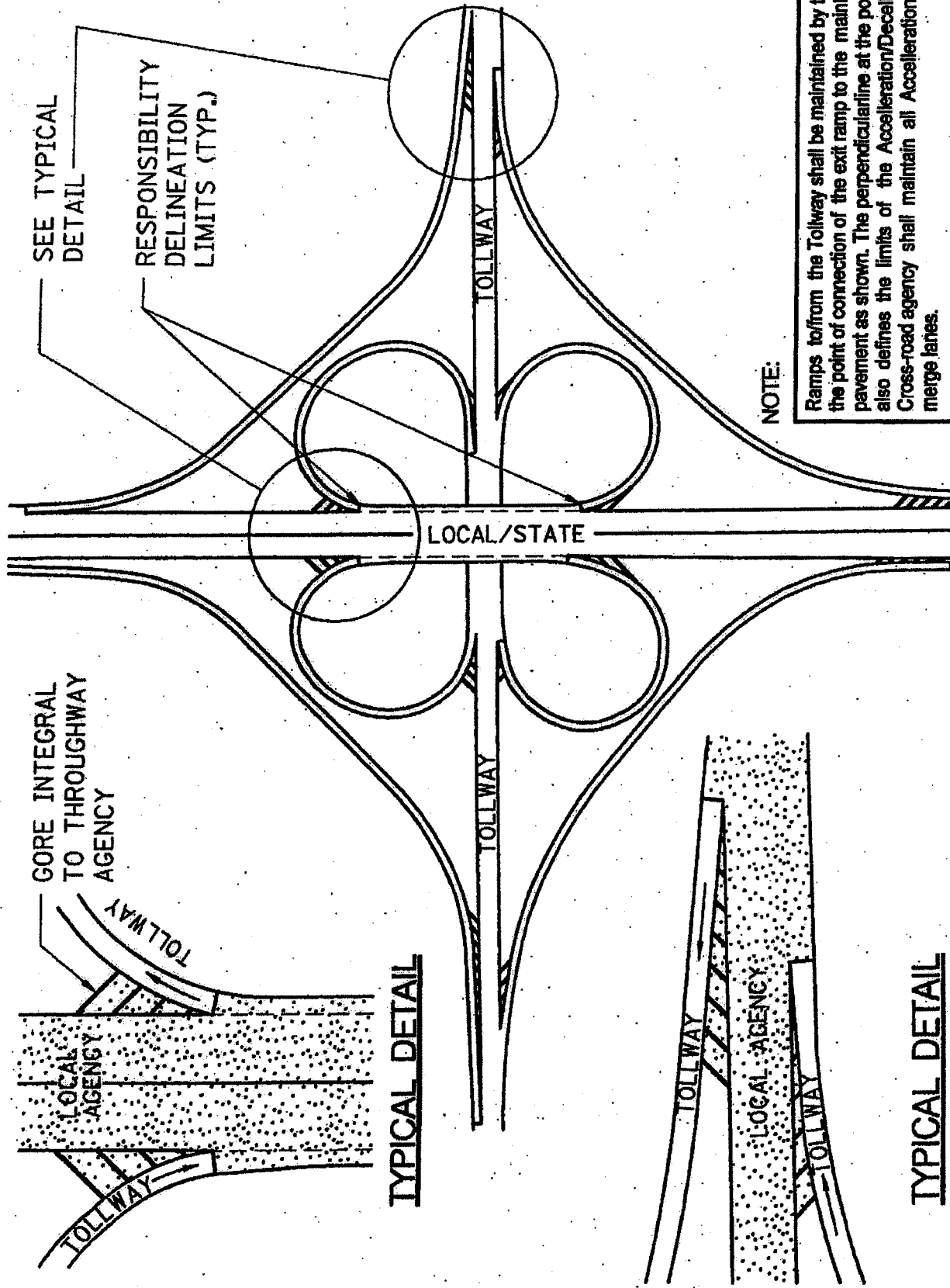


ENTRANCE OR TO/FROM TOLLWAY TO

STATE OR LOCAL AGENCY ROAD



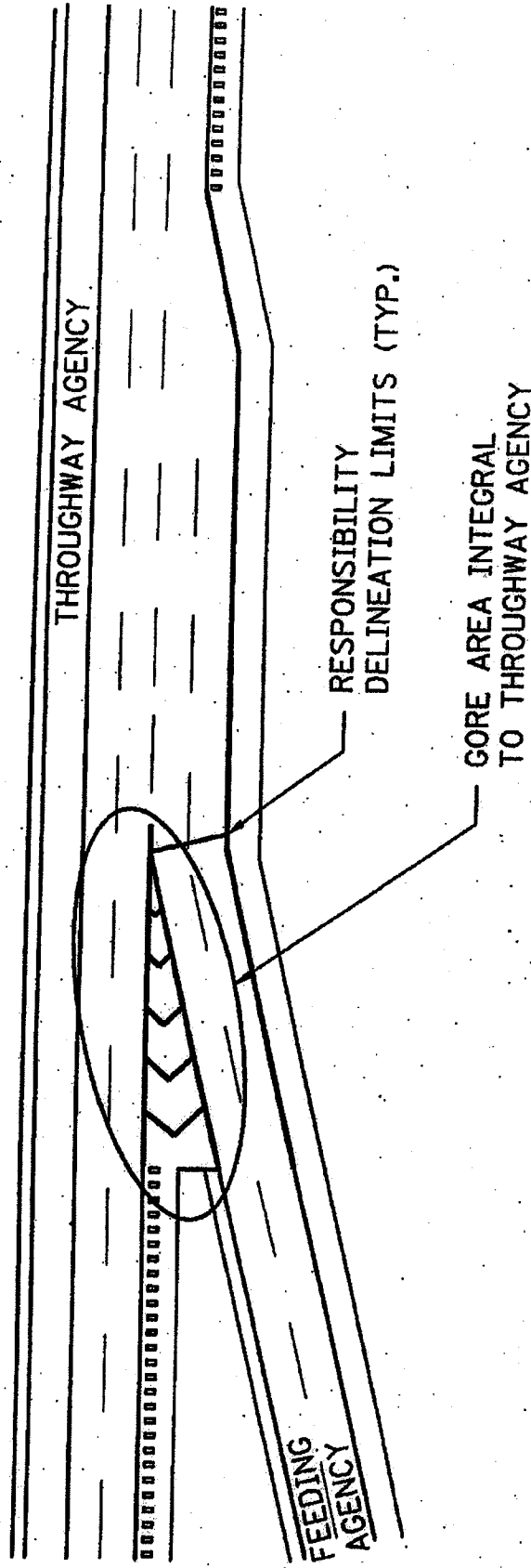
# Limits of Jurisdiction and Maintenance Responsibility



## FREE-FLOW CLOVERLEAF CONFIGURATION

EXHIBIT 2

## Limits of Jurisdiction and Maintenance Responsibility



### NOTE:

Ramps from one Agency to another shall be maintained by the Agency from which traffic is exiting to the point of connection of the exit ramp to mainline pavement as shown using the perpendicular line at the point of the gore.

## POINT OF INTERSECTION - INTERSTATE INTERCHANGE RAMP

# EXHIBIT 4

## ESTIMATE OF CONSTRUCTION COST IMPROVEMENTS TO ROADWAYS WITHIN LAKE COUNTY'S JURISDICTIONAL LIMITS

Route	IWLC Wetlands*	Deerfield Road**	Duffy Road	Everett Road	O'Plaine Road	Washington Street	Stearns School Road
Roadway & Ramps	\$0	\$0	\$0	\$0	\$1,192,000	\$40,400	\$0
Bridges & Retaining Walls	\$0	\$0	\$0	\$0	\$5,150,000	\$5,464,000	\$0
Lighting	\$0	\$0	\$0	\$0	\$0	\$35,400	\$0
Bicycle Path	\$0	\$2,143,835	\$0	\$0	\$0	\$0	\$0
Mobilization (6%)	\$0	\$0	\$0	\$0	\$380,520	\$332,388	\$0
Sub Total	\$0	\$2,143,835	\$0	\$0	\$6,722,520	\$5,872,188	\$0
Engineering (15%)	\$0	\$0	\$0	\$0	\$1,008,378	\$880,828	\$0
Total	\$0	\$2,143,835	\$0	\$0	\$7,730,898	\$6,753,016	\$0
Tollway	\$0	\$350,000	\$0	\$0	\$7,730,898	\$6,753,016	\$0
County	\$0	\$1,793,835	\$0	\$0	\$0	\$0	\$0

\* COUNTY will transfer 1 acre mitigation credit to TOLLWAY for impacts to Isolated Waters Lake County Wetlands.  
 \*\* Project Improvements to be constructed by the COUNTY. All other improvements to be constructed by the TOLLWAY.